

part therein. And the said Eli Frazier does hereby covenant and agree that at the delivery hereof he is the lawful of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred ⁰⁰/₁₀₀ Dollars payable one year from date at the National Bank of Lawrence Kansas with interest at the rate of nine per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Eli Frazier and Martha Frazier his wife to the said party of the second part; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment or any part thereof or interest thereon or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement hereby waived or not at the option of the party of the second part his executors administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principals and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said party of the first part or his heirs and assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Eli Frazier 

Martha Frazier 

State of Kansas, Douglas County.

Be it Remembered, That on this 9th day of June A.D. 1884 before me Alfred Whithman a Notary Public in and for said County and State came Eli Frazier and Martha Frazier his wife to me personally known to be the same persons who executed the foregoing instrument